UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

Jon Stainbrook,	)	Case No. 3:06CV2898
	)	
Plaintiff,	)	Judge David A. Katz
	)	
v.	)	**DEFENDANT PALM PICTURES, LLC'S**
	)	**RULE 26(a)(1) INITIAL DISCLOSURES**
Lions Gate Entertainment, et al.,	)	
	)	
Defendants.	)	

* * *

Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure, Defendant Palm Pictures, LLC ("Palm Pictures") submits its initial disclosures.

These disclosures are based on information reasonably available to Palm Pictures at this date. Palm Pictures reserves its right to supplement or modify these disclosures at any time based on continued investigation and discovery.

By making these disclosures, Palm Pictures does not represent that it is identifying every document, tangible thing, or witness it may use to support its case. Rather, Palm Pictures' disclosures represent a good faith effort, in accordance with Rule 26(a)(1), to identify discoverable information that Palm Pictures currently reasonably believes may be used to support its defenses in response to the claims of Plaintiff's Complaint.

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These disclosures are made subject to and without waiving, but on the contrary reserving and intending to preserve, (i) all applicable privileges that would make any such information non-discoverable, including but not limited to, the attorney-client privilege and/or the attorney work product doctrine; (ii) the right to object on the grounds of competency, relevance and materiality, hearsay and/or any other applicable ground; (iii) the right to object to the use of any information disclosed, in whole or in part, for any purpose in any subsequent proceeding in this or any other action; and (iv) the right to object on any and all applicable grounds to any subsequent discovery request or other proceeding involving or relating to the subject matter of these disclosures. Palm Pictures does not assume, by way of these disclosures, any burden of proof or pleading, as to any issue for which that burden properly rests with Plaintiff. By submitting these disclosures, Palm Pictures does not waive any jurisdictional defenses available to it.

A. Individuals Who May Have Discoverable Information

1. Helen Stickler
   HMS Projects, Inc.
   1517 Allison Avenue
   Los Angeles, California 90026
   (213) 481-1597

Ms. Stickler directed and produced *Stoked: The Rise and Fall of Gator*, the film that allegedly contains a short music clip that allegedly infringes on a copyright allegedly held by Plaintiff. Ms. Stickler may have information regarding the allegedly infringing music clip contained in her film.

2. David Reid
   (No contact information known by Palm Pictures)

Mr. Reid is a music composer who worked on the film, and may have information regarding the allegedly infringing music clip contained in the film.

3. Brad Dorfman
(No contact information known by Palm Pictures)

Mr. Dorfman may have information regarding the original television commercial that contained Plaintiff's music.

4. Don Hoffman
(No contact information known by Palm Pictures)

Mr. Hoffman may have information regarding the original television commercial that contained Plaintiff's music.

5. Unknown employees, agents and individuals associated with HMS Projects, Inc. may have information regarding the allegedly infringing music clip contained in the film.

6. Any individuals identified by Plaintiff may have discoverable information regarding the claims and defenses asserted in this case.

B. Category And Location Of Documents

1. Video of *Stoked: The Rise and Fall of Gator*; generally available to the public at any major video rental store, and a copy of which is located at Palm Pictures' offices in New York, New York. Upon information and belief, Plaintiff also has a copy in his possession.

2. Sound and/or video clip of original Vision Streetwear television commercial containing Plaintiff's music; a copy of which is located at Palm Pictures' offices in New York, New York. Upon information and belief, Plaintiff also has a copy in his possession.

3. Correspondence between Palm Pictures and HMS Projects, Inc.; copies of which are located at Palm Pictures' offices in New York, New York.

4. Licensing Agreement between HMS Projects, Inc. and Brad Dorfman; a copy of which is located at Palm Pictures' offices in New York, New York.

5. Distribution Agreement between HMS Projects, Inc. and Palm Pictures; a copy of which is located at Palm Pictures' offices in New York, New York.

C. Damages

Palm Pictures is not claiming damages at this time.

D. Insurance Agreements

Palm Pictures states that a certain liability policy exists which may arguably apply, if Plaintiff's claims fall within the deductible of such policy. A copy of this policy is enclosed.

/s/ Nathan A. Hall
H. Buswell Roberts, Jr. (0004747)
Nathan A. Hall (0077014)
SHUMAKER, LOOP & KENDRICK, LLP
1000 Jackson Street
Toledo, Ohio 43604-5573
Telephone: (419) 241-9000
Facsimile: (419) 241-6894

Attorneys for Defendant
Palm Pictures, LLC

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing **Defendant Palm Pictures, LLC's Rule 26(a)(1) Initial Disclosures** has been served electronically and by regular U.S. mail, postage prepaid, this 28th day of February, 2007, upon Plaintiff Jon Stainbrook, *pro se,* 1758 Meadowlark Road, Toledo, Ohio 43614.

/s/ Nathan A. Hall
H. Buswell Roberts, Jr.
Nathan A. Hall
SHUMAKER, LOOP & KENDRICK, LLP

Attorneys for Defendant
Palm Pictures, LLC

MARSH

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March 27, 2006

Nida Pantaleon
Risk Manager
Palm Entertainment Properties, LLC
76 9th Avenue
Suite 1110
New York, NY 10011

Subject:
Palm Entertainment Properties, LLC
Media Errors and Omissions Liability
Policy No: 8170-1389
Policy Period: 3/15/06 - 3/15-07

Dear Nida,

We are pleased to confirm that Executive Risk Indemnity Inc. has bound coverage for Palm Entertainment for Media Errors and Omissions Liability. As a review, coverage is as follows:

Insurance Carrier:	Executive Risk Indemnity Inc. (Chubb)
Policy No.:	8170-1389
Policy Period:	March 15, 2006 to March 15, 2007
Limit of Liability:	$3,000,000 each claim, $3,000,000 aggregate
Retention:	$250,000 each claim (Film - $10,000)
Policy Form:	Multimedia Liability Insurance Form C25950 (Ed. 10/98)
Premium:	$60,000

Covered Media: All music, videos, films, publications and advertising materials produced or disseminated by the Insured; all licensing and distribution of films by the Insured.

The policy will be issued on the same form and with the same endorsements as expiring, with the exception of the following:

- Endorsement # 3, Separate Retention Endorsement - $10,000 SIR for all licensing and distribution of films by the Insured.
- Endorsement # 14, Compliance with Applicable Trade Sanction Laws. This is a new, mandatory Chubb endorsement.

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March 27, 2006
Nida Pantaleon
Palm Entertainment Properties, LLC

Endorsements:

1. New York Amendatory Endorsement
2. Translation Costs Exclusion Endorsement
3. Separate Retention Endorsement - $10,000 SIR for all licensing and distribution of films by the Insured
4. Multimedia Omnibus Endorsement
5. Advertising and Promotion Endorsement for In-House Advertisers
6. Claims Made Endorsement
7. Exclude BI/PD Endorsement
8. Royalties Exclusion Endorsement
9. Privacy Policy Exclusion Endorsement
10. SafetyNet Internet Liability Endorsement
11. Information Distribution Laws Endorsement
12. Additional Insured Endorsement
13. Music Exclusion Endorsement
14. Compliance with Applicable Trade Sanction Laws – ***New Mandatory Endorsement***

Commission payable to Marsh (*included in premium*): 12.5%

This policy is issued on a Claims Made form (as amended by the Claims Made Endorsement) and as such, the policy will respond only to claims made during the policy period and reported pursuant to the Notification Provisions of the policy, which state in part that, "As a condition precedent to any right to payment or coverage under Section I Insuring Agreement of this Policy, including any Claim for Media Activities of which notice was previously given under subparagraph (2) below, the Insured must give written notice to the Underwriter at the address set forth in Item 7 of the Declarations of any Claim, with full details thereof, as soon as practicable after such Claim is first made during the Policy Period."

You should review the enclosed binder and advise Marsh within 30 days following your receipt of this letter of anything which you believe is not in accordance with the negotiated coverage and terms.

This explanation of the reporting provisions of your policy has been provided in order to assist you in understanding and complying with the policy's requirements. In the event of a question or disagreement with your insurer concerning interpretation of the policy's reporting requirements

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as applied to the reporting of a specific claim, loss, occurrence, incident, offense or lawsuit, the actual policy wording, which is the contract between you and the insurer, and not Marsh's explanation of that language, will be controlling. Marsh, as an insurance representative, does not provide legal advice, and this explanation should not be relied upon as a legal interpretation of the policy provisions.

We thank you for allowing Marsh to place this line of coverage on your behalf. Should you have any questions or comments, please feel free to contact Rose or myself.

Regards,

Adanna Thomas

Adanna Thomas

E&O Film Library
as of 12/9/06

Film Project	PALM	THEM
Ambivalent Future	■	
American Mullet	■	
American Roots Music		■
And Ya Don't Stop: Hip Hops Greatest Videos Vol. 1	■	
Basketball Diaries	■	
Be Here to Love Me	■	
Bigger Than Barbie	■	
Black and White	■	
Bomb The System	■	
Breaking News	■	
Bright Future	■	
California Clay In The Rockies	■	
Calvaire (The Ordeal)	■	
Cecil Taylor: All the Notes	■	
City of Men: The Emperor's Crown	■	
City of Men: The Guy's Brother in Law	■	
City of Men: The Post, Uolace and Joao Victor	■	
City of Men: Saturday	■	
City of Men: Two Tickets to Brasilia	■	
City of Men: Ordinary Kids	■	
City of Men: Hot Spot	■	
City of Men: It's Gotta Be Now	■	
City of Men: Can't Screw Up Twice	■	
City of Men: Didn't Mean To	■	
City of Men: Opening Night	■	
City of Men: Hip Sampa Hop	■	
City of Men: Father and Son	■	
Clean	■	
Coney Island of Lawrence Ferlinghetti (Chris Felver)	■	
Countryman	■	
Cremaster Cycle	■	
The Criminal	■	
Cronicas		London
The Cup		London
Dance Hall Queen	■	
Dark Days	■	
The Definitive Jux Presents The Revenge of the Robots (Various Artists)	■	
Demon Lover	■	
Dig	■	
Dolls	■	
Donald Judd's Marfa Texas	■	
Drum and Bass Strip to the Bone (Sly and Robbie)	■	

Edge City	[redacted]	
The Eye	[redacted]	
Fabulous Story of the Cuban Cigar, The	[redacted]	
Familia Rodante (Rolling Family)	[redacted]	
Femi Kuti	[redacted]	
First Waltz	[redacted]	
Flower of Evil		[redacted]
Free Tibet	[redacted]	
Freestyle	[redacted]	
Fulltime Killer	[redacted]	
Gravesend	[redacted]	
Gunner Palace	[redacted]	
The Heart Is Deceitful	[redacted]	
Henri Cartier Bresson	[redacted]	
Hommage A Noir	[redacted]	
The Housekeeper	[redacted]	
How to Draw a Bunny	[redacted]	
Hype Williams	[redacted]	
I'm Still Here...Damn It! (Sandra Bernhard)	[redacted]	
Invisible Waves	[redacted]	
John Cage (Chris Felver)	[redacted]	
Joint Security Area	[redacted]	
Last Life in the Universe	[redacted]	
Last Minute	[redacted]	
Legend of Leigh Bowery	[redacted]	
Live At The Royal Festival Hall (Baaba Maal)	[redacted]	
Lockdown	[redacted]	
Lower City	[redacted]	
Lunatic		[redacted]
Man in the Sand	[redacted]	
Mandela	[redacted]	
Memories of Murder	[redacted]	
Metalheadz / Manga Live	[redacted]	
Millenium Mambo	[redacted]	
Morvern Callar	[redacted]	
Motel	[redacted]	
Noi Albinoi	[redacted]	
Nomi Song	[redacted]	
NYC Ballet Workout	[redacted]	
NYC Ballet Workout 2	[redacted]	
One Giant Leap		London
One Love: The Bob Marley All-Star Tribute (Bob Marley)		London
One Seven	[redacted]	

Osc-Dis Video Compilation (Tribe, Pulse, All The Time In Sunny Beach, Good Girl, Midi Surf & Systematic)	[redacted]	
Palm World Voices: First Group Package:Vedic Path, Africa, Baaba Maal, Second Group Package: Spirit, Brazil, Mandela	[redacted]	
Paperboys	[redacted]	
PTU	[redacted]	
Purple Butterfly	[redacted]	
Rebel Music: The Bob Marley Story (Bob Marley)	[redacted]	
Reconstruction	[redacted]	
RES Short Films	[redacted]	
Scratch	[redacted]	
The Sea	[redacted]	
Sex and Lucia	[redacted]	
Six String Samurai	[redacted]	
Spaceman	[redacted]	
Springtime in a Small Town	[redacted]	
Stoked: The Rise and Fall of Gator	[redacted]	
Stop Making Sense (Talking Heads)	[redacted]	
Suck it And See	[redacted]	
Sun Dogs		[redacted]
Sun is Shining (Bob Marley)	[redacted]	
Tabla Beat Science Live		[redacted]
The Believer	[redacted]	
The Best of RES FEST- RESFEST Shorts Volume 1	[redacted]	
The Best of RES FEST- RESFEST Shorts Volume 2	[redacted]	
The Best of RES FEST- RESFEST Shorts Volume 3	[redacted]	
The Work of Director Anton Corbijn	[redacted]	
The Work of Director Spike Jonze	[redacted]	
The Work of Director Chris Cunningham	[redacted]	
The Work of Director Michel Gondry	[redacted]	
The Work of Director Jonathan Glazer	[redacted]	
The Work of Director Stephane Sednaoui	[redacted]	
The Work fo Director Mark Romaneck	[redacted]	
The Director's Label Box Set #1	[redacted]	
Thicker Than Water	[redacted]	
Third World Cop	[redacted]	

(Time of the Wolf) Le Temps du Loup	[redacted]	
Tom Dowd & The Language of Music		[redacted]
Tony Cragg: In Celebration of Sculpture (Chris Felver)	[redacted]	
True Blunt Masters	[redacted]	
Ultraviolet Part 1 and Part 2	[redacted]	
West Coast Beat and Beyond	[redacted]	
Who Gets To Call It Art?	[redacted]	
William Eggleston: In The Real World	[redacted]	
Wonderous Oblivion	[redacted]	
Yogazone		London
Youthanasia	[redacted]	
6ixtynin9 (Pen-Ak Ratangruang)	[redacted]	